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15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**  
17 **WESTERN DIVISION**

19 GUILLERMINA CONTRERAS, On  
20 Behalf of Herself and All Others  
Similarly Situated,

21 Plaintiff,

22 v.

23 JOHNSON & JOHNSON  
24 CONSUMER COMPANIES, INC.,

25 Defendant.

Case No. 12-CV-7099 GW (SHx)

**STIPULATED PROTECTIVE  
ORDER**

1 Plaintiff Guillermina Contreras (“Plaintiff”) and Defendant Johnson &  
2 Johnson Consumer Companies, Inc. (“Defendant”), through their counsel of record,  
3 hereby stipulate and respectfully request that the Court enter the following  
4 Protective Order (the “Order”), in order to expedite the flow of discovery material  
5 in this litigation, facilitate the prompt resolution of disputes over confidentiality,  
6 adequately protect confidential material, and ensure that protection is afforded only  
7 to material so entitled.

8 Plaintiff and Defendant (collectively, the “Parties”) acknowledge that this  
9 Order does not confer blanket protections on all disclosures or responses to  
10 discovery and that the protection it affords extends only to the limited information  
11 or items that are entitled under the applicable legal principles to treatment as  
12 confidential. The Parties further acknowledge, as set forth in Section 11, below,  
13 that this Order creates no entitlement to file confidential information under seal;  
14 Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects  
15 the standards that will be applied when a Party seeks permission from the Court to  
16 file material under seal.

17 **1. Scope of Order; Definitions**

18 a. The term “Document” means all tangible items, whether written,  
19 recorded or graphic, whether produced or created by a Party or another person,  
20 whether produced pursuant to subpoena, to discovery request, by agreement, or  
21 otherwise.

22 b. The term “Discovery Materials” means all products of discovery  
23 and all information derived therefrom, including, but not limited to, all originals  
24 and copies of Documents, objects or things, deposition transcripts, responses to  
25 written discovery, information, or other written, recorded or graphic matter  
26 produced by a Party or third party (the “Producing Party”) in the course of this  
27 litigation. This Order applies to all Discovery Materials.

28 c. The term “Confidential” means (1) sensitive business or

1 scientific material or information which in the ordinary course is neither made  
2 available to the general public or the industry at large, and/or which the Producing  
3 Party would not normally reveal to third parties, or would cause third parties to  
4 maintain in confidence, such as sales, technical product details, commercial,  
5 financial, budgeting and/or accounting information, or marketing studies; or (2)  
6 information that the Producing Party reasonably believes constitutes a trade secret  
7 under applicable case law; or (3) other information which in the ordinary course is  
8 neither made available to the general public or the industry at large and to which  
9 access is restricted and efforts have been made to prevent the information from  
10 being broadly disseminated; or (4) other information that the Producing Party  
11 reasonably believes constitutes such highly sensitive technical or proprietary  
12 business information of such Producing Party that its disclosure might result in an  
13 unfair competitive, financial or commercial advantage to the Party receiving the  
14 information (the “Receiving Party”) or competitors or disadvantage to the  
15 Producing Party, such as research, product development information, testing data  
16 and analysis, information about existing and potential customers, product formulas  
17 and formulations, business strategies, decisions and/or negotiations, and/or  
18 confidential and proprietary information about affiliates, parents, subsidiaries and  
19 third parties with whom the Parties to this action have had business relationships.  
20 A Producing Party may designate material or information as “Confidential” on  
21 behalf of another person or entity with whom the Producing Party has a confidential  
22 business relationship pursuant to which the Producing Party has come into  
23 possession, custody, or control of such material or information, and pursuant to  
24 which the Producing Party is obligated to take steps to protect the confidentiality of  
25 such material or information.

26                   d. The term “Confidential Discovery Materials” means all  
27 Documents or Discovery Materials produced or discovered in this litigation that are  
28 designated Confidential.

1                   e.     This Order shall be understood to encompass not only those  
2 items or things which are expressly designated as Confidential, but also all copies,  
3 excerpts, and summaries thereof, as well as testimony and oral communications  
4 containing Confidential information or information derived therefrom.

5           2. **Designation of Confidential Discovery Materials as “Confidential”**  
6 **or “Confidential – Attorneys’ Eyes Only”**

7                   a.     Confidential Discovery Materials may be designated by a Party  
8     as “Confidential” or “Confidential – Attorneys’ Eyes Only.” A “Confidential –  
9     Attorneys’ Eyes Only” designation is appropriate only where the Confidential  
10   Discovery Materials are so extremely sensitive that there is a real danger that the  
11   Producing Party could be prejudiced, or its competitive position in the market(s) in  
12   which it operates could be damaged, if the information is disclosed under the  
13   protection provided by a “Confidential” designation.

24 d. No person shall attend depositions (or portions of depositions)  
25 during which Confidential Discovery Materials are disclosed unless such person is  
26 an authorized recipient of Confidential Discovery Materials under the terms of this  
27 Protective Order. If, during the course of a deposition, the response to a question  
28 would require the disclosure of Confidential Discovery Materials, the witness may

1 refuse to answer or the Producing Party or Party whose Confidential Discovery  
2 Materials would be disclosed may instruct the witness not to answer or not to  
3 complete his answer, as the case may be, until any persons not authorized to receive  
4 Confidential Discovery Materials leaves the room. If information disclosed during  
5 depositions includes Confidential Discovery Materials, then counsel, the witness, or  
6 the Party whose Confidential Discovery Materials is to be or was disclosed, may  
7 state on the record at the deposition that a portion of the transcript, or if appropriate,  
8 the entire transcript and record of the deposition contains Confidential Discovery  
9 Materials and shall be sealed. Additionally, pursuant to the provisions of Paragraph  
10 9(b) below, a Party or nonparty may designate such Confidential Discovery  
11 Materials in writing within thirty (30) days of the completion of the transcript of  
12 such deposition (as certified by the court reporter). Within forty-five (45) days of  
13 the completion of the transcript of such deposition (as certified by the court  
14 reporter), counsel for all the Parties shall be responsible for marking the certified  
15 transcript, and in all previously unmarked copies of transcripts, the Confidential  
16 Discovery Materials material by page and line number, as well as all exhibits  
17 containing Confidential Discovery Materials, with a legend of "Confidential –  
18 Subject to Protective Order" or "Confidential – Attorneys' Eyes Only – Subject to  
19 Protective Order" as described in Paragraph 2(b) above. Within sixty (60) days of  
20 the completion of the transcript of such deposition (as certified by the court  
21 reporter), counsel for all Parties shall exchange such designated and marked  
22 transcripts, as well as all exhibits, with counsel for the other Party. Prior to the  
23 expiration of such sixty (60) day period, all information disclosed during a  
24 deposition shall constitute "Confidential Discovery Materials" unless otherwise  
25 agreed by the parties and the witness, or ordered by the Court.

26                   e. It shall be the duty of the Party seeking protection of  
27 Confidential Discovery Materials to indicate to the other party and its counsel of  
28 record which of the materials and testimony are considered "Confidential."

1 f. Confidential Discovery Materials shall not be disclosed in any  
2 way to persons, other than as provided for under this Protective Order. Any person  
3 with custody of Confidential Discovery Materials shall maintain it in a manner  
4 which ensures that access to Confidential Discovery Materials is strictly limited to  
5 persons entitled to receive Confidential Discovery Materials in accordance with the  
6 provisions of this Protective Order.

### **3. Use of Confidential Discovery Materials**

#### **4. Non-Disclosure of Confidential Discovery Materials**

20        Except with the prior written consent of the Producing Party, Confidential  
21 Discovery Materials, or any portion thereof, may not be disclosed to any person,  
22 including any plaintiff, except as set forth in Paragraph 5 below.

## 5. Permissible Disclosures of Confidential Discovery Material

27 (1) A Party, or an officer, director, employee, partner,  
28 conservator, guardian, trustee or executor of a Party, to

the extent reasonably necessary for the prosecution or defense of this litigation;

- (2) inside counsel for a Party and the secretaries, paralegal assistants, and employees of such attorneys, to the extent reasonably necessary to render professional services in the litigation;
- (3) counsel of record for a Party to the litigation and his/her partners, associates, secretaries, paralegal assistants, and employees, to the extent reasonably necessary to render professional services in the litigation;
- (4) court officials involved in the litigation, including the Court and its staff, jurors, court reporters, persons operating video recording equipment at depositions, and any Special Master or referee appointed by the Court;
- (5) any person designated by the Court in the interest of justice, upon such terms as the Court may deem proper; after notice to the Producing Party and an opportunity to be heard;
- (6) actual and potential trial or deposition witnesses in the litigation and their counsel, to the extent reasonably necessary in preparing to testify in the litigation;
- (7) outside consultants or experts retained by a Party or its attorneys of record to assist in the litigation, such as independent accountants, independent contract attorneys, expert witnesses, statisticians, economists, or other technical experts and/or consultants;
- (8) employees of third-party contractors retained by a Party or outside counsel for a Party, involved solely in one or

1 more aspects of copying, organizing, filing, coding,  
2 converting, storing, or retrieving data or designating  
3 programs for handling data connected with the litigation,  
4 including the performance of such duties in relation to a  
5 computerized litigation support system; and

6 (9) any other person, if consented to in writing in advance by  
7 the Producing Party.

8 b. Notwithstanding Paragraph 4, Confidential Discovery Materials  
9 designated as “Confidential – Attorneys’ Eyes Only” may be disclosed to and used  
10 only by persons listed in Paragraphs 5(a)(2)-(8) above.

11 c. Any plaintiff or any individual listed in Paragraphs 5(a)(6)-(8)  
12 above to whom disclosure of Confidential Discovery Materials is to be made shall  
13 sign a copy of the “Endorsement of Protective Order” attached as Exhibit “A” prior  
14 to such disclosure, unless prior written consent for the disclosure has been obtained  
15 from the Producing Party or permission for such disclosure has been given by the  
16 Court. Counsel providing access to Confidential Discovery Materials shall retain  
17 copies of the executed Endorsement(s) of Protective Order. Any party seeking a  
18 copy of an Endorsement of Protective Order may make a demand in writing setting  
19 forth the reasons therefor. For testifying experts, a copy of the Endorsement of  
20 Protective Order executed by the testifying expert shall be furnished to counsel for  
21 the Party who produced the Confidential Discovery Materials to which the expert  
22 has access, at the time the Confidential Discovery Materials are provided to the  
23 testifying expert.

24 d. Before disclosing Confidential Discovery Materials to any  
25 person listed in Paragraphs 5(a)(6)-(8) who is a Customer or Competitor (or an  
26 employee of either) of the Producing Party or the person or entity on whose behalf  
27 the Producing Party designed the material as “Confidential”, the Party wishing to  
28 make such disclosure shall give at least fourteen (14) days’ advance notice in

1 writing to the counsel who designated such information as Confidential, stating that  
2 such disclosure will be made, identifying with particularity the Confidential  
3 Discovery Materials to be disclosed, and stating the purposes of such disclosure. If,  
4 within the fourteen (14) day period, a motion is filed objecting to the proposed  
5 disclosure, disclosure is not permissible until the Court has denied such motion. As  
6 used in this paragraph, (a) the term "Customer" means any direct purchaser of  
7 products from Defendants, or any regular indirect purchaser of products from  
8 Defendants (such as a pharmacy generally purchasing through wholesale houses);  
9 and (b) the term "Competitor" means any manufacturer or seller of sunscreen  
10 products other than companies owned by or related to Johnson & Johnson.

11 **6. Production of Confidential Materials by Non-Parties**

12 Any non-party who is producing Discovery Materials in the litigation may  
13 agree to and obtain the benefits of the terms and protections of this Order by  
14 designating as "Confidential" the Discovery Materials that the non-party is  
15 producing, as set forth in Paragraph 2.

16 **7. Inadvertent Disclosures**

17 a. **Privileged Information:** The inadvertent production of any  
18 Discovery Materials that would be protected from disclosure under the attorney-  
19 client privilege, the work product doctrine or any other relevant privilege or  
20 doctrine shall not constitute a waiver of the applicable privilege or doctrine. To the  
21 extent that the Receiving Party discovers the inadvertent production of privileged  
22 materials, it shall contact the Producing Party regarding such inadvertent production  
23 within twenty-four (24) hours of its discovery. To the extent the Producing Party  
24 discovers the inadvertent production of privileged materials, it shall contact all  
25 Receiving Parties regarding such inadvertent production within twenty-four (24)  
26 hours of its discovery. The Party in possession of any inadvertently produced  
27 Discovery Materials, upon request from the Producing Party, shall: (1) promptly  
28 return the inadvertently produced Discovery Materials and all copies of the

1      Discovery Materials in its possession, custody or control, including any copies  
 2      made and/or shared with its experts, consultants, agents and other persons identified  
 3      in Paragraph 5(a)(6)-(8) above; (2) delete any electronic copies or versions of the  
 4      inadvertently produced Discovery Materials, including electronic copies stored in  
 5      any litigation-support or other databases, email, and servers; (3) refrain from  
 6      making any use of the inadvertently produced information contained in the  
 7      Discovery Materials; and (4) turn over or destroy any notes or work product  
 8      reflecting the contents of the inadvertently produced Discovery Materials. To the  
 9      extent the party in possession of the inadvertently produced Discovery Materials  
 10     disagrees with the Producing Party that such materials are privileged or otherwise  
 11     protected from disclosure, the Receiving Party shall have the right to apply to the  
 12     Court for an order that such Discovery Materials are not protected from disclosure  
 13     by any privilege. The Party receiving such materials, however, may not assert the  
 14     fact or circumstances of the inadvertent production as a ground for such motion.  
 15     Until the parties have resolved any dispute concerning the privileged nature of any  
 16     inadvertently produced Discovery Materials, or the Court has issued an order  
 17     concerning the disputed materials, no use shall be made of the disputed materials  
 18     during depositions, in motions, or at trial, nor shall they be disclosed to any other  
 19     Party or individual who was not given access to such materials before discovery of  
 20     the inadvertent production.

21                b.      Confidential Information: The inadvertent, unintentional, or *in*  
 22 *camera* disclosure of Confidential Discovery Materials shall not be deemed a  
 23 waiver, in whole or in part, of any Party's claim of confidentiality. Within 15 days  
 24 of the discovery of such inadvertent or unintentional disclosure, any Party to this  
 25 Order may advise the other Parties that the Confidential information is to be  
 26 designated as Confidential Discovery Material under terms of this Order.

27                c.      Information Subject to Redaction: The inadvertent production  
 28 of any unredacted Discovery Materials that would otherwise be subject to redaction

1 shall not be deemed a waiver, in whole or in part, of any party's claim of  
 2 confidentiality as to such information.

3       **8. Declassification**

4           a. Nothing shall prevent disclosure beyond that limited by this  
 5 Order if the Producing Party consents in writing in advance of such disclosure.

6           b. A Party wishing to challenge a Designating Party's  
 7 confidentiality designation shall begin the process by conferring with counsel for  
 8 the Designating Party. The provisions of Civil Local Rule 37 shall apply to all such  
 9 challenges.

10           c. If the parties are unable to resolve the dispute amicably, the  
 11 Party disputing the Confidential designation may apply to the Court for a ruling that  
 12 a document (or category of documents) designated as Confidential is not entitled to  
 13 such status and protection within thirty (30) days of the Producing Party's response  
 14 as provided in Paragraph 8(b). The Producing Party or other person that designated  
 15 the document as Confidential shall be given notice of the application and an  
 16 opportunity to respond. Until the Court rules on the challenge, all parties shall  
 17 continue to afford the material in question the level of protection to which it is  
 18 entitled under the Producing Party's designation.

19           d. If the time for filing a motion as provided in Paragraph 8(c) has  
 20 expired without the filing of any such motion, all objections as to the Confidential  
 21 status of the Confidential Discovery Materials in question shall be deemed waived.

22       **9. Confidential Discovery Materials in Depositions**

23           a. Counsel for any Party may show Confidential Discovery  
 24 Materials to a deponent during deposition and examine the deponent about the  
 25 materials so long as the deponent already knows the Confidential information  
 26 contained therein, or if the attorney proffering the Confidential Discovery Materials  
 27 complies with the provisions of Paragraph 5. The Party noticing a deposition shall  
 28 obtain each witness' Endorsement of Protective Order before showing the deponent

1 any Confidential Discovery Materials. Deponents shall not retain or copy portions  
2 of the transcript of their depositions that contain Confidential information not  
3 provided by them or the entities they represent unless they sign the Endorsement of  
4 Protective Order and otherwise comply with the provisions in Paragraph 5. A  
5 deponent who is not a Party shall be furnished a copy of this Order before being  
6 examined about potentially Confidential Discovery Materials. While a deponent is  
7 being examined about any Confidential Discovery Materials or the Confidential  
8 information contained therein, persons to whom disclosure is not authorized under  
9 this Order shall be excluded from being present.

10 b. Parties and deponents may, within thirty (30) days after  
11 receiving a deposition, designate pages of the transcript (and exhibits thereto) as  
12 Confidential. Confidential information within the deposition transcript may be  
13 designated by underlining the portions of the pages that are confidential and  
14 marking such pages with the legends listed in Paragraph 2(b) above. Until the  
15 expiration of sixty (60) days after the completion of the transcript of the deposition,  
16 the entire transcript, including exhibits, will be treated as subject to Confidential  
17 protection under this Order. If no Party or deponent timely designates Confidential  
18 information in a transcript as Confidential, then none of the transcript or its exhibits  
19 will be treated as Confidential. If a timely designation is made, the Confidential  
20 portions and exhibits shall be kept under seal separate from the portions and  
21 exhibits not so marked, and all copies of the Confidential portions and exhibits shall  
22 be treated as Confidential pursuant to the terms of this Order.

23 **10. Confidential Discovery Materials Offered as Evidence**

24 A party who seeks to introduce Confidential information at a hearing, trial or  
25 other proceeding shall give advance notice to counsel for the Producing Party or  
26 other person that designated the Discovery Materials or information as Confidential  
27 so that person may move the Court for an appropriate order. The proponent of the  
28 evidence shall also advise the Court at the time of introduction that the information

1 sought to be introduced is protected Confidential Discovery Materials. If the party  
2 who designated the information as protected requests the proceeding be continued,  
3 the Court will review the information, *in camera*, to determine if the information is  
4 entitled to continued protection.

5 **11. Procedure for Filing Documents Under Seal**

6 a. Confidential Discovery Materials shall not be filed or lodged  
7 with the Clerk except when required in connection with matters pending before the  
8 Court.

9 b. No document shall be filed under seal unless counsel secures a  
10 Court order allowing the filing of a document, or portion thereof, under seal. If a  
11 Party requests that documents be placed under seal, that Party shall follow the  
12 procedure set forth in Civil Local Rule 79-5 and the procedures of the Judge who  
13 will rule on the sealing application.

14 c. Nothing contained in this Order shall preclude any party from  
15 using its own Confidential Discovery Materials in any manner it sees fit, without  
16 prior consent of any other party or the Court. Nothing herein shall operate as any  
17 admission by any of the parties hereto that any particular materials contain or  
18 reflect trade secrets, or other confidential or proprietary information.

19 **12. Client Consultation**

20 Nothing in this Order shall prevent or otherwise restrict any attorney herein  
21 from rendering advice to their clients in the litigation and, in the course thereof,  
22 relying generally on examination of Confidential Discovery Materials; provided,  
23 however, that in rendering such advice and otherwise communicating with such  
24 client, counsel shall not make specific disclosure of any item so designated except  
25 pursuant to the procedures of Paragraph 5.

26 **13. Subpoena by other Courts or Agencies**

27 If another court or an administrative agency subpoenas or otherwise orders  
28 production of Confidential Discovery Materials which a person has obtained under

1 the terms of this Order, the person to whom the subpoena or other process is  
2 directed shall promptly notify the designating Party in writing of all of the  
3 following: (1) the Confidential Discovery Materials that are requested for  
4 production in the subpoena; (2) the date on which compliance with the subpoena is  
5 requested; (3) the location at which compliance with the subpoena is requested; (4)  
6 the identity of the entity or individual serving the subpoena; and (5) the case name,  
7 jurisdiction and index, docket, complaint, charge, civil action or other identification  
8 number or other designation identifying the litigation, administrative proceeding or  
9 other proceeding in which the subpoena or other process has been issued. In no  
10 event shall Confidential Discovery Materials be produced prior to the receipt of  
11 written notice by the designating Party and a reasonable opportunity to object.  
12 Furthermore, the person receiving the subpoena or other process shall cooperate  
13 with the Producing Party in any proceeding related thereto.

14 **14. Non-termination**

15 a. The provisions of this Order shall not terminate at the  
16 conclusion of this litigation. This Order shall remain in full force and effect and  
17 each person subject to this Order shall continue to be subject to the jurisdiction of  
18 the United States District Court for the Central District of California, for the  
19 purposes of enforcement of the confidentiality terms of this Order, in perpetuity.  
20 Within forty-five (45) days after final conclusion of all aspects of the litigation, the  
21 Parties shall, at their option, return or destroy Confidential Discovery Materials and  
22 all copies of same. If counsel elects to destroy Confidential Discovery Materials,  
23 they shall consult with counsel for the Producing Party on the manner of  
24 destruction and obtain such Party's consent to the method and means of destruction.  
25 All counsel of record shall make certification of compliance herewith and shall  
26 deliver the same to counsel for the Party who produced the Discovery Materials not  
27 more than sixty (60) days after final conclusion of the litigation. For purposes of  
28 this Order, final conclusion shall be taken and construed as the date a dismissal

1 (whether voluntary or involuntary) or final judgment is entered.

2           b.    Counsel for the Parties shall maintain a list of the names of all  
 3 persons, including all experts expected to testify at trial, who inspect or view  
 4 confidential documents or information, or who receive any copies of such  
 5 confidential documents or information, and shall make a list available to the Parties  
 6 at the final conclusion of this litigation.

7           **15. Responsibility of Attorneys; Copies**

8           The attorneys of record are responsible for employing reasonable measures to  
 9 control and record, consistent with this Order, duplication of, access to, and  
 10 distribution of Confidential Discovery Materials, including abstracts and summaries  
 11 thereof. No duplications of Confidential Discovery Materials shall be made except  
 12 for providing working copies and for filing in court under seal; provided, however,  
 13 that copies may be made only by those persons specified Paragraphs 5(a)(2)-(4).  
 14 Any copy provided to a person described in Paragraphs 5(a)(1) or 5(a)(6)-(8) shall  
 15 be returned to counsel of record upon completion of the purpose for which such  
 16 copy was provided.

17           **16. Retiring Counsel and/or Parties**

18           In the event a Party or its counsel ceases their involvement in the litigation,  
 19 including any appeal thereof, access by such person to the Parties' Confidential  
 20 Discovery Materials and Confidential Documents shall be terminated. However,  
 21 the provisions of this Order shall remain in full force and effect as to all persons  
 22 who have obtained access to such Confidential Discovery Materials or Confidential  
 23 Documents, in perpetuity. In the event of a change in counsel, retiring counsel shall  
 24 fully instruct new counsel of their responsibilities under this Order and new counsel  
 25 shall sign the Endorsement of Protective Order attached hereto as Exhibit "A."

26           **17. No Waiver of Rights or Implication of Discoverability**

27           a.    No disclosure pursuant to any provision of this Order shall  
 28 waive any rights or privileges of any Party granted by this Order.

## **18. Modification Permitted**

14 Nothing in this Order shall prevent any Party or other person from seeking  
15 modification of this Order or from objecting to discovery that it believes to be  
16 otherwise improper. This Order may be modified by stipulation among all Parties,  
17 approved by the Court or by application to the Court by noticed motion. The Court  
18 may modify the protective order in the interests of justice or for public policy  
19 reasons on its own initiative. Nothing in this Order shall be construed as a waiver  
20 of any rights by any Party with respect to matters not specifically provided for  
21 herein.

## 19. Improper Disclosure of Confidential Discovery Material

23 Any intentional violation of this Order shall constitute contempt of Court,  
24 shall be punishable as such, and shall subject the offending Party or person to such  
25 sanctions and remedies as the Court may deem appropriate.

## 20. Exclusive Jurisdiction

27 This Court shall have the exclusive jurisdiction to enforce any disputes  
28 arising out of this Order.

1 APPROVED AS TO FORM:

2  
3  
4 Dated: April 3, 2013

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8  
9  
10 ELAINE A. RYAN  
11 PATRICIA N. SYVERSON  
12 BONNETT, FAIRBOURN,  
13 FRIEDMAN & BALINT, P.C.

14 By: /s/ Patricia N. Syverson  
15 Patricia N. Syverson  
16 Attorneys for Plaintiff  
17 Guillermo Contreras

18 Dated: April 3, 2013

19 RICHARD B. GOETZ  
20 AMY J. LAURENDEAU  
21 O'MELVENY & MYERS LLP

22 By: /s/ Amy J. Laurendeau  
23 Amy J. Laurendeau  
24 Attorneys for Defendant  
25 Johnson & Johnson Consumer  
26 Companies, Inc.

27 IT IS SO ORDERED.

28 Dated: April 04, 2013

  
Hon. Stephen J. Hillman  
United States Magistrate Judge

22 **Attestation**

23 I hereby attest that the other signatory listed, on whose behalf the filing is  
24 submitted, concurs in the filing's content and has authorized the filing.

25 Dated: April 3, 2013

26 By: /s/ Amy J. Laurendeau  
27 Amy J. Laurendeau  
28 Attorney for Defendant

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2 & BALINT, P.C.  
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13 Attorneys for Defendant  
14 Johnson & Johnson Consumer Companies, Inc.

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**  
17 **WESTERN DIVISION**

19 GUILLEMINA CONTRERAS, On  
Behalf of Herself and All Others  
20 Similarly Situated,

Case No. 12-CV-7099 GW (SHx)

21 Plaintiff,

**EXHIBIT A: ENDORSEMENT OF  
PROTECTIVE ORDER**

22 v.

23 JOHNSON & JOHNSON  
24 CONSUMER COMPANIES, INC.,

25 Defendant.

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28

1 I, \_\_\_\_\_, hereby attest to my understanding  
2 that information or documents designated Confidential are provided to me subject  
3 to the Protective Order (“Order”) dated \_\_\_\_\_, 2013, in the  
4 above-captioned litigation (“Litigation”); that I have been given a copy of and have  
5 read the Order; and that I agree to be bound by its terms. I also understand that my  
6 execution of this Endorsement of Protective Order, indicating my agreement to be  
7 bound by the Order, is a prerequisite to my review of any information or documents  
8 designated as Confidential pursuant to the Order.

9 I further agree that I shall not disclose to others, except in accord with the  
10 Order, any Confidential Discovery Materials, in any form whatsoever, and that such  
11 Confidential Discovery Materials and the information contained therein may be  
12 used only for the purposes authorized by the Order.

13 I further agree to return all copies of any Confidential Discovery Materials I  
14 have received to counsel who provided them to me upon completion of the purpose  
15 for which they were provided and no later than the conclusion of this Litigation.

16 I further agree and attest to my understanding that my obligation to honor the  
17 confidentiality of such discovery material will continue even after this Litigation  
18 concludes.

19 I further agree and attest to my understanding that, if I fail to abide by the  
20 terms of the Order, I may be subject to sanctions, including contempt of court, for  
21 such failure. I agree to be subject to the jurisdiction of the United States District  
22 Court for the Central District of California, for the purposes of any proceedings  
23 relating to enforcement of the Order.

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1 I further agree to be bound by and to comply with the terms of the Order as  
2 soon as I sign this Endorsement, regardless of whether the Order has been entered  
3 by the Court.

4

5 Date: \_\_\_\_\_

6 By: \_\_\_\_\_

7 Printed Name: \_\_\_\_\_

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